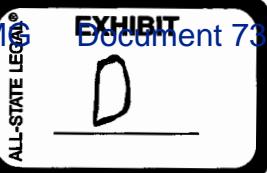


expressed in the Contract Documents.



written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**Insert BI: 4.2.14 Role of Construction Manager**

**Insert BJ: Without limiting any of the foregoing provisions of Section 4.2, the Contractor acknowledges that the Construction Manager shall have the following rights and responsibilities with respect to the administration of the Contract and the Work and Contractor agrees to cooperate with the Construction Manager in order to allow the Construction Manager to discharge its responsibilities and rights in a timely and efficient manner:**

**Insert BK: 1. The Contractor shall supply the Construction Manager with all necessary documentation and other information in the possession of or otherwise required to be maintained by Contractor under the Contract Documents in order to allow the Construction Manager to (i) track the budget for the Work during the course of construction, and (ii) maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.**

**Insert BL: 2. The Construction Manager shall develop and implement procedures for the review and processing of applications by the Contractor for progress and final payments and shall, in coordination with the Architect, review and certify the amounts due the Contractor with respect to Contractor Applications for Payments.**

**Insert BM: 3. The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. The Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.**

**Insert BN: 4. The Contractor shall provide the Construction Manager with certificates of insurance confirming that the insurance coverage required to be maintained by Contractor and its Subcontractors is in place and with updates and notices with respect to any changes or developments in respect to any such insurance coverage.**

#### 4.3 CLAIMS AND DISPUTES

**4.3.1 Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by

**4.3.2 Decision of Architect.** Claims arising prior to final payment or the earlier termination of the contract, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.4. A decision by the Architect, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to arbitration or litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to arbitration or litigation in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action required under Subparagraph 4.4.4 within 30 days after the Claim is made, (4) 45 days have passed after the Claim has been referred to the Architect or (5) the Claim relates to a mechanic's lien.

**4.3.3 Time Limits on Claims.** Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner. Any change or addition to a previously made Claim shall be made by timely written notice in accordance with this subparagraph 4.3.3.

**4.3.4 Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.5 Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.